

South Dakota Department of Education
Child and Adult Nutrition Services
MacKay Building
800 Governors Drive
Pierre, SD 57501-2235
605-773-3413

Agreement Number: _____

State Prototype Document

**SOUTH DAKOTA DEPARTMENT OF EDUCATION
PERMANENT PROGRAM AGREEMENT FOR
CHILD NUTRITION PROGRAMS**

This Agreement replaces the previous permanent program agreement, is a permanent document, and should be retained with current records until replaced by a subsequent document.

NAME AND ADDRESS OF LOCAL EDUCATION AGENCY:

Physical Address: _____

Mailing Address: _____

City State Zip

In order to effectuate the purposes of the Richard B. Russell National School Lunch Act, as amended, the Child Nutrition Act of 1966, as amended, and the Regulations for the National School Lunch Program (NSLP) including the Afterschool Snack Program (ASP) and Seamless Summer Option (SSO), the School Breakfast Program (SBP), Fresh Fruit and Vegetable Program (FFVP) the Special Milk Program (SMP), and the United States Department of Agriculture ("USDA") Food Distribution Program issued thereunder, the South Dakota Department of Education, hereinafter referred to as the "State Agency" or "SA", and the above-listed Local Education Agency, hereinafter referred to as the "Local Education Agency," "LEA", or "Sub-Recipient" covenant and agree as follows with respect to participating schools under its jurisdiction:

SECTION A: Program Participation	
<i>Program Participation</i>	The Local Education Agency (LEA) is requesting participation in the following School Nutrition and Food Distribution Program(s) administered by the South Dakota Department of Education:
<i>Check all Programs that apply</i>	<input type="checkbox"/> National School Lunch Program (NSLP) <input type="checkbox"/> Afterschool Snack Program (ASP) <input type="checkbox"/> Seamless Summer Option (SSO) <input type="checkbox"/> School Breakfast Program (SBP) <input type="checkbox"/> Special Milk Program (SMP)

	<input type="checkbox"/> USDA Food Distribution Program (FDP) <input type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP)
SECTION B: State Agency Responsibilities	
<i>Change In Requirements</i>	The State Agency will notify the Local Education Agency of any change in the nutritional requirements, the assigned rates of reimbursement, or any other regulatory changes.
<i>Media Release 7CFR 245.5(a)</i>	The State Agency will disseminate each year a public release for the free and reduced-price policy found in the iCAN Online System. The State Agency will notify Local Education Agencies of the criteria for determining the eligibility of children for free and reduced-price meals and for free milk.
<i>Program Materials</i>	The State Agency, from time to time, will distribute materials to the Local Education Agency that pertain to the various nutrition programs designated.
<i>Reimbursement 7CFR 210.4(a)</i>	The State Agency agrees to reimburse the Local Education Agency, to the extent of funds available, for meals and milk served to children participating in the child nutrition programs designated, in accordance with the Code of Federal Regulations ("CFR") applicable to such programs: National School Lunch Program (7 CFR Part 210, 7 CFR Part 245), Fresh Fruit and Vegetable Program (7 CFR Part 210), Special Milk Program (7 CFR Part 215), School Breakfast Program (7 CFR Part 220), Summer Food Service Program (7 CFR Part 225), and Child and Adult Care Food Program (7 CFR Part 226). The State Agency also agrees to distribute federally donated food to qualifying Local Education Agencies following the regulations established in 7 CFR Part 250.
Section C: Agreement Provisions for the Local Education Agency	
<i>Claims For Reimbursement</i> 7CFR 210.9(b)(8) 7CFR 215.7(4) & (5) 7CFR 220.7(e)(6) & (7)	<p>The Local Education Agency will claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunch and breakfast meals, where applicable, served to eligible children in accordance with 7 CFR part 210 and 220. The Local Education Agency agrees that the School Food Authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 210.8 and 220.11 governing claims for reimbursement. Further, the Local Education Agency acknowledges that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 210.25 and 220.18. The Local Education Agency acknowledges that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties will apply as specified in the respective Code of Federal Regulations.</p> <p>The Local Education Agency will electronically submit a monthly Claim for Reimbursement to the iCAN Online System. This claim will be submitted to the State Agency by the 10th of each month. Reimbursement will be claimed only for complete meals or milk specified in this agreement served to eligible children enrolled and in attendance at the school in a program accredited or approved by the Department of Education at the rate(s) assigned by the State Agency.</p> <p>Meals and milk served to adults will be excluded from reimbursement claims, but must be tracked and documented. Meals or milk served to children that is paid for under contract with another entity shall not be claimed again on this agency's claim for reimbursement.</p>

	<p>Any Local Education Agency or child care institution which operates both a nonpricing and pricing milk program in the same school or child care institution, may elect to claim reimbursement for:</p> <ol style="list-style-type: none"> (1) All milk purchased and served to children under the Program at the nonpricing rate prescribed in §215.8(b)(1), or (2) Only milk purchased and served to children in the pricing program at the rates prescribed in §215.8(b)(1) and (2) for pricing programs. <p>Child Nutrition and WIC Reauthorization Act of 2004 (public law 108-265), section 201 allows, to the extent of funds available, severe need breakfast assistance to schools in severe need. This includes only those schools with a breakfast program in which, during the most recent second preceding school year for which lunches were served, 40 percent or more of the lunches served to students at the school were served free or at a reduced price. The Local Education Agency must elect to receive the Severe Need Breakfast Program rate in the iCAN Online System.</p> <p>Section 4 of the Richard B. Russel National School Lunch Act (public law 113-79) allows, to the extent of funds available, lunches served in School Food Authorities in which 60 percent or more of the lunches served in the school lunch program during the second preceding school year were served free or at a reduced price, the national average lunch payment shall be 2 cents more.</p> <p>Residential Child Care Institutions (RCCIs) may claim breakfast and lunch reimbursement for meals served to children in their care. Snacks will be claimed only on days when educational school activities that count toward classroom requirements take place.</p>
<p><i>Facilities & Sanitation</i> 7CFR 210.9(b)(14)</p> <p>7CFR 210.13(b)</p> <p>7CFR 210.13(c)</p>	<p>The Local Education Agency will maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements of 210.13 and 220.7(a)(3).</p> <p>Food safety inspections: The Local Education Agency shall obtain a minimum of two food safety inspections for each physical serving site listed in the iCAN Online System during each school year conducted by a State or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted, and provide a copy of the inspection report to a member of the public upon request. Sites participating in more than one child nutrition program shall only be required to obtain two food safety inspections per school year if the nutrition programs offered use the same facilities for the production and service of meals.</p> <p>Access to all areas related to food preparation and service sites shall be given to personnel responsible for conducting the food safety inspections. Follow-up inspections and/or local requirements may increase that number. The most recent inspection report will be posted in a publicly visible location at each respective school until a new inspection is conducted.</p> <p>Food Safety Program: The Local Education Agency must develop a written food safety program that covers any facility or part of a facility where food is stored, prepared, or</p>

	<p>served for each physical serving site listed in the iCAN Online System. The food safety program must meet the requirements in paragraph one (1) or paragraph two (2) of this section.</p> <p>(1) A Local Education Agency with a food safety program based on traditional hazard analysis and critical control point (HACCP) principles must:</p> <ul style="list-style-type: none"> (i) Perform a hazard analysis; (ii) Decide on critical control points; (iii) Determine the critical limits; (iv) Establish procedures to monitor critical control points; (v) Establish corrective actions; (vi) Establish verification procedures; and (vii) Establish a recordkeeping system. <p>(2) A Local Education Agency with a food safety program based on the process approach to HACCP must ensure that its program includes:</p> <ul style="list-style-type: none"> (i) Standard operating procedures to provide a food safety foundation; (ii) Menu items grouped according to process categories; (iii) Critical control points and critical limits; (iv) Monitoring procedures; (v) Corrective action procedures; (vi) Recordkeeping procedures; and (vii) Periodic program review and revision.
7CFR 210.13(d)	<p>Storage: The Local Education Agency shall ensure that the necessary facilities for storage, preparation and service of food are maintained. Facilities for the handling, storage, and distribution of purchased and donated foods shall be such as to properly safeguard against theft, spoilage and other loss.</p>
7CFR 210.9(b)(15) 7CFR 220.7(e)(9)&(10)	<p>The Local Education Agency will accept, purchase, and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department, the State Agency, or FNS Regional Office, where applicable.</p>
7CFR 210.9(b)(16) 7CFR 220.7(e)(11)	<p>The Local Education Agency will maintain necessary facilities for storing, preparing and serving food.</p>
Financial Management & Assurances	<p>The Local Education Agency certifies that it will accept final administrative and financial responsibility for the Nutrition Program operations at all approved sites listed in the iCAN Online System.</p>
7CFR 210.9(b)(3) & (4) 7CFR 215.7(6) 7CFR 220.7(e)(12)	<p>The Local Education Agency will maintain a financial management system as prescribed under 7 CFR 210.14(c) and 7 CFR 220.7 (as applicable). The Local Education Agency will comply with the requirements of the Department's regulations regarding financial management (2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415).</p> <p>The Local Education Agency shall meet the requirements of the State agency for compliance with §210.19(a) including any separation of records of nonprofit school food</p>

	<p>service from records of any other food service which may be operated by the Local Education Agency.</p> <p>Local Education Agency shall meet the requirements for the allowability of nonprofit school food service expenditures in accordance with this part and, 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable. All costs resulting from contracts that do not meet the requirements of this part are unallowable nonprofit school food service account expenses. When the Local Education Agency fails to incorporate State Agency required changes to solicitation or contract documents, all costs resulting from the subsequent contract award are unallowable charges to the nonprofit school food service account.</p> <p>The school accounting manual issued and approved by the State Department of Legislative Audit will be followed.</p>
<p><i>Food Distribution Program</i> 7CFR 210.9(b)(13)</p>	<p>The Local Education Agency will enter into an agreement to receive donated foods as required by 7 CFR part 250.</p>
<p><i>Internal Controls for Claims</i> 7CFR 210.9(b)(10) 7CFR 220.7(e)(6) & (7)</p>	<p>Internal controls: The Local Education Agency shall establish internal controls which ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement. At a minimum, these internal controls shall include: an on-site review of the meal counting and claiming system employed by each school within the jurisdiction of the Local Education Agency; comparisons of daily free, reduced price and paid meal counts against data which will assist in the identification of meal counts in excess of the number of free, reduced price and paid meals served each day to children eligible for such meals; and a system for following up on those meal counts which suggest the likelihood of meal counting problems.</p> <p>On-site reviews lunch: Every school year, each Local Education Agency with more than one school site shall perform no less than one on-site review of the lunch counting and claiming system and the readily observable general areas of review cited under §210.18(h), as prescribed by USDA Food and Nutrition Service (“FNS”) for each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures or general review areas, the Local Education Agency shall: ensure that the school implements corrective action; and, within 45 days of the review, conducts a follow-up on-site review to determine that the corrective action resolved the problems. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under §210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid meals, respectively, served for each day of operation.</p> <p>On-site reviews breakfast: Every school year, each Local Education Agency with more than one school serving breakfast shall perform no less than one on-site review of the breakfast counting and claiming system and the readily observable general areas of review identified under §210.18(h) of this chapter, as specified by FNS, for a minimum of 50 percent of schools under its jurisdiction with every school within the jurisdiction being reviewed at least once every two years</p>

	<p>Local Education Agency Claims Review Process: Prior to the submission of a monthly Claim for Reimbursement, each Local Education Agency shall review the lunch count data for each school under its jurisdiction to ensure the accuracy of the monthly Claim for Reimbursement. The objective of this review is to ensure that monthly claims include only the number of free, reduced price and paid lunches served on any day of operation to children currently eligible for such lunches.</p> <p>Edit checks: The Local Education Agency shall compare each school's daily counts of free, reduced price and paid lunches against the product of the number of children in that school currently eligible for free, reduced price and paid lunches, respectively, times an attendance factor.</p> <p>Follow-Up Activity: The Local Education Agency shall promptly follow-up through phone contact, on-site visits or other means when the internal controls in this section suggest the likelihood of lunch count problems. When problems or errors are identified, the lunch counts shall be corrected prior to submission of the monthly Claim for Reimbursement. Improvements to the lunch count system shall also be made to ensure that the lunch counting system consistently results in lunch counts of the actual number of reimbursable free, reduced price and paid lunches served for each day of operation.</p> <p>Recordkeeping: Local Education Agencies shall maintain on file, each month's Claim for Reimbursement and all data used in the claims review process, by school. Records shall be retained as specified in this agreement. Local Education Agencies shall make this information available to the Department and the State agency upon request.</p> <p>Claim Submission timeframes: A final Claim for Reimbursement shall be submitted to the State Agency through the iCAN Online System not later than 60 days following the last day of the full month covered by the claim. Claims not submitted within 60 days shall not be paid with Program funds. Adjustments to claims must be made within 90 days from the end of the month being claimed. Any exception to this requirement will be made at the discretion of the State Agency and USDA's Food & Nutrition Services Regional Office.</p>
<p><i>Meal Counts</i> 7CFR 210.9(b)(9)</p>	<p>The Local Education Agency will count the number of reimbursable meals served to eligible children at the point of service when required by the Program or through another (called "alternate") counting system if approved by the State Agency. These meal counts will be tabulated by eligibility category unless approved by the State Agency. The Local Education Agency is required to submit a description of their counting and claiming system annually to the State Agency through the iCAN Online System.</p>
<p><i>Meal Service Times</i> 7CFR 210.9(b)(5)</p> <p>7CFR 220.7(e)(2)</p>	<p>The Local Education Agency must serve lunches, during the lunch period, which meet the minimum requirements prescribed in 210.10. Lunches offered must meet the requirements of this section during the period the school has designated as the lunch period. Lunches must be offered between 10 a.m. and 2 p.m. Local Education Agencies may request an exemption from these times from the State Agency.</p> <p>The Local Education Agency must serve breakfasts which meet the minimum requirements prescribed in 220.8, during a period designated as the breakfast period by the school. Schools must offer breakfasts at or near the beginning of the school day.</p>

<p><i>Non-Discrimination</i> 7CFR 210.9(b)(11) & (12) 7CFR 220.7(e)(5) & (15)</p> <p>7CFR 215.7(d)(2) & (3)</p> <p>7CFR 245.1(b)</p>	<p>Comply with the requirements of the Department's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b).</p> <p>The Local Education Agency will make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with the approved Free and Reduced-Price Policy Statement.</p> <p>If electing to provide free milk, the Local Education Agency agrees to: (1) Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the Program; and (2) Make no discrimination against any needy child because of his inability to pay for the milk.</p> <p>No physical segregation or other discrimination of any kind against any child shall be made by the Local Education Agency, including separation by gender unless a waiver has been approved by U.S. Department of Agriculture Food and Nutrition Service (FNS), US Department of Education, or the State agency. This includes pulling students out of the service line or seating students at separate tables.</p>
<p><i>Nonprofit Food Service</i> 7CFR 210.9(b)(1) 7CFR 215.7(d)(1) 7CFR 220.7(e)(1)</p>	<p>The Local Education Agency will operate a nonprofit food service, or nonprofit milk service for Special Milk Program only agencies, conducted principally for the benefit of enrolled children. The Local Education Agency shall maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 210.14 and 220.13(i) and the limitations on any competitive school food service as set forth in 210.11 and 220.12.</p> <p>Nonprofit school food service account means the restricted account in which all of the revenue from all food service operations conducted by the Local Education Authority principally for the benefit of children is retained. Revenues received by the nonprofit school food service are to be used only for the operation or improvement of such food service, except that, such revenues shall not be used to purchase land or buildings, unless otherwise approved by FNS through the State Agency, or to construct buildings. Expenditures of nonprofit school food service revenues shall be in accordance with the financial management system established by the State agency. Local Education Agencies may use facilities, equipment, and personnel supported with nonprofit school food revenues to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965.</p> <p>Nonprofit means, when applied to schools or institutions eligible for the Program, exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1986.</p>
<p><i>Offering of Meals/Milk</i> 7CFR 210.9(b)(6) & (7) 7CFR 220.7(e)(3) & (4)</p>	<p>All meals must be priced as a unit in order to be claimed for reimbursement.</p> <p>Meals or milk, as designated, shall be offered to all children attending each school named in the iCAN Online System, and shall be served without cost or at reduced cost to all children who have been determined by the Local Education Agency to be eligible for such meals/milk in accordance with 7 CFR Part 245, when applicable.</p>
<p><i>Operating Balances</i> 7CFR 210.9(b)(2) 7CFR 220.7(e)(1)(iv)</p>	<p>The Local Education Agency will limit its net cash resources to an amount that does not exceed three months' average expenditures for its nonprofit food service or such other amount as may be approved in accordance with §210.19(a).</p>

	<p>Accrual of a balance in excess of this amount will require prior State Agency approval. If the Local Education Agency cannot justify the need for such an excess balance, the State Agency will require that these funds be used to reduce the price of meals to paying children or to improve the quality of meals.</p> <p>Three months average expenditures are determined by calculating the average monthly expenditures (using actual months of operation) and multiplying the average by three.</p>
<p><i>Record Keeping</i> 7CFR 210.9(b)(17) & (20) 7CFR 215.7(7) 7CFR 220.7(e)(13)</p> <p>7CFR 210.9(b)(18) 7CFR 215.7(8) 7CFR 220.7(e)(14)</p> <p>7CFR 210.9(b)(19)</p>	<p>Upon request, the Local Education Agency shall make all accounts and records pertaining to its school food service and milk service, when applicable, available to the State Agency, to FNS, and to USDA Office of the Administrator for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3-year period as long as required for resolution of the issues raised by the audit.</p> <p>Recordkeeping Requirements: In order to participate in the Program, a Local Education Agency or a School, as applicable, must maintain records to demonstrate compliance with Program requirements for each Child Nutrition Program(s), nonprofit food/milk service, and USDA Food Distribution Program to serve as a basis for: claims for reimbursement; accountability, storage, and use of USDA Foods; and audit and review purposes. The records, which should be kept with respect to each program, and for at least three (3) years following the end of the fiscal year. These records include but are not limited to:</p> <ol style="list-style-type: none"> (1) Documentation of participation data by school in support of the Claim for Reimbursement and data used in the claims review process. (2) Production and menu records as required under 210.10 & 220.8 and documentation to support performance-based cash assistance. Including: Menus, labels, standardized recipes, CN product statements, product formulation statements, and any other document used to establish the contributions of foods used during meal service. (3) Participation records to demonstrate positive action toward providing one meal per child per day. Schools need to consider participation trends in an effort to provide one reimbursable meal and, if applicable, one reimbursable afterschool snack for each child every school day. (4) Currently approved and denied certification documentation for free and reduced-price meals and milk and a description of the verification activities, including verified applications, and any accompanying source documentation gathered from the family or generated by the school during the verification process. (5) Maintain direct certification documentation obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by FNS, indicating that: <ol style="list-style-type: none"> i. A child in the Family, as defined in §245.2, is receiving benefits from SNAP, FDIPIR or TANF, as defined in §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified; ii. The child is a homeless child as defined in §245.2;

<p>7CFR 245.9(h)</p>	<ul style="list-style-type: none"> iii. The child is a runaway child as defined in §245.2; iv. The child is a migrant child as defined in §245.2; v. The child is a Head Start child as defined in §245.2; or vi. The child is a foster child as defined in §245.2. <ul style="list-style-type: none"> (6) Records from the food safety program for a period of six months following a month's temperature records, and records from the most recent food safety inspection. (7) Records to document compliance with the requirements in Paid Lunch Equity. (8) Records to document compliance with the requirements of Revenue from Nonprogram Foods. (9) Records for a three-year period to demonstrate the Local Education Agency's compliance with the professional standards for school nutrition program directors, managers and personnel. (10) Records to document compliance with the local school wellness policy requirements. <p>Additionally, the Local Education Agency shall maintain full and accurate records of:</p> <ul style="list-style-type: none"> (1) Daily meal counts served to eligible children, by category, where applicable, and by type of meal, or daily number of half-pints of milk served to children, by category, under the Special Milk Program. (2) Daily meal counts served to ineligible children and adults by type of meal. (3) Benefit issuance roster or lists of students eligible for meal benefits, retrievable by month. (4) On-site monitoring documentation. (5) Any forms or documentation used to tabulate meal counts for claim. (6) Revenue from children's payments, federal reimbursement, food sales to adults, other sources including interest, loans to the program, rebates, credits, and all other a la carte and nonprogram food sales, as applicable. (7) Food service expenditures (supported by invoices, receipts, or other evidence of expenditures) for food, labor, and other expenses, including repayment of loans to the program. Program and nonprogram food costs must be determined annually. (8) Signed permanent agreement and amendments. (9) Signed policy statement for free and reduced-price meals, afterschool snacks, and/or free milk. (10) Racial/ethnic background of all students. (11) Documentation to support proper procurement compliance with the most restrictive of applicable local, state, and federal requirements. (12) Where applicable, a record of all USDA Foods received, including date and quantity, and a record of container use and an accounting of all funds derived from the sales of empty containers, if applicable. (13) A single inventory record of all foods in inventory including donated USDA Foods, completed at minimum annually. <p>Special Provision 2 or 3: Local Education Agencies operating under special Provision 2 or 3 must retain their base year records during the period the provision is in effect, including all extensions, plus 3 fiscal years after the submission of the last Claim for Reimbursement which employed the base year data. Failure to maintain sufficient</p>
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	<p>records shall result in the State agency requiring the school to return to standard meal counting and claiming procedures and/or fiscal action.</p> <p>Community Eligibility Provision: Local Education Agencies operating under the Community Eligibility Provision must retain the student enrollment list and direct certification documentation to support the approved claiming percentages. Failure to maintain sufficient records shall result in the State agency requiring the school to return to standard meal counting and claiming procedures and/or fiscal action.</p>
<p><i>Required Reporting and Responses to State Agency</i> 7CFR 210.9(b)(21) 7CFR 215.7(f)</p> <p>7CFR 210.23(d) 7CFR 220.7(g)</p>	<p>No later than December 31, the Local Education Agency shall provide the State Agency with a list of all schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced-price meals as of the last operating day the preceding October. In addition, each Local Education Agency shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.</p> <p>The LEA shall submit this October Site Survey information through site based claiming in the iCAN Online System and data will be provided to sponsoring organizations of day care homes in Child and Adult Care Food Program.</p> <p>Local Educational Agencies, School Food Authorities, Schools, and contractors must cooperate in studies and evaluations conducted by or on behalf of the Department, related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.</p> <p>Local Education Agencies must submit reports, review responses, documentation of corrective action, and responses to required surveys to USDA Food and Nutrition Services and/or State Agency in a timely manner. Failure to do so may result in suspension of payments until reports are submitted.</p>
<p><i>Special Milk Reimbursement</i> 7CFR 215.7(4)</p>	<p>The Local Education Agency agrees to claim reimbursement only for milk as defined in this part and in accordance with the following provisions:</p> <ol style="list-style-type: none"> (1) The rate of reimbursement per half-pint of milk purchased and <ol style="list-style-type: none"> i. Served in nonpricing programs to all children; ii. Served to all children in pricing programs by institutions and Local Education Agencies not electing to provide free milk; and iii. Served to children other than needy children in pricing programs by institutions and Local Education Agencies electing to provide free milk shall be the rate announced by the Secretary for the applicable school year. However, in no event shall the reimbursement for each half-pint (236 ml.) of milk served to children exceed the cost of the milk to the school or child care institution. (2) The rate of reimbursement for milk purchased and served free to needy children in pricing programs by institutions and Local Education Agencies electing to provide free milk shall be the average cost of milk, i.e., the total cost of all milk

	<p>purchased during the claim period, divided by the total number of purchased half-pints.</p> <p>(3) Schools and child-care institutions having pricing programs shall use the reimbursement payments received to reduce the price of milk to children.</p>
SECTION D: Additional Program Requirements	
<i>Adult Meal Pricing</i> <i>7CFR 210.14(f)</i>	<p>Adult meals are nonprogram foods. The school will collect from adults an amount equal to the meal cost (food, labor, and other) plus at least the per meal value of USDA Foods and the rate of reimbursement for a paid student meal. If meal cost is not known, the adult meal price for lunch should be at least the total of the federal reimbursement for free students including the per meal performance reimbursement received plus per-meal value of USDA Donated Foods.</p> <p>If general funds or another source of funds are found to cover the cost of adult meals, it must follow the Adult Meal Pricing guidelines.</p>
<i>Audit Requirements</i>	<p>If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:</p> <p style="padding-left: 40px;">Department of Legislative Audit A-133 Coordinator 427 South Chapelle c/o 500 East Capitol Pierre, SD 57501-5070</p> <p>If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.</p> <p>Audits shall be completed and filed with the Department of Legislative Audit.</p> <p>Tribal schools and other Tribal entities that do not submit their audits to SD Department of Legislative Audit must provide a copy of their audit report to the South Dakota Department of Education. Schools that are Tribally-operated under BIE contracts or grants are subject to the single audit requirements.</p>
<i>Authority and Compliance</i>	<p>The Local Education Agency, being the authority having supervision and control over the operation of the nonprofit food service and/or nonprofit milk service in the site(s) named in the iCAN Online System, will supervise the food/milk service operations at such sites in such a manner that will ensure compliance therein with the terms and conditions outlined in this agreement. The Local Education Agency and any participating schools under its jurisdiction shall comply with the following U.S. Department of Agriculture (USDA) regulations, instructions, guidance, and policy memos, as applicable, in the operation of its child nutrition programs: <i>National School Lunch Program</i> (7 CFR Part 210), <i>Special Milk Program</i> (7 CFR Part 215), <i>School Breakfast Program</i> (7 CFR Part</p>

	<p>220), <i>Summer Food Service Program</i> (7 CFR Part 225), <i>Child and Adult Care Food Program</i> (7 CFR Part 226), <i>Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools</i> (7 CFR Part 245), <i>Donation of Foods for Use in the United States, etc.</i> (7 CFR Part 250), <i>Fresh Fruit and Vegetable Program</i> (section 19 of Public Law 113-79, the Richard B. Russell National School Lunch Act), <i>Financial Management</i> (2 CFR part 200, subpart D, and 2 CFR part 400 and part 415), and <i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i> (2 CFR Part 200), which is available online at www.fns.usda.gov.</p> <p>The Local Education Agency, being the authority having supervision and control over the operation of the non-profit food service agrees to furnish CANS will all information needed to facilitate compliance with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting requirements.</p>
<p><i>Civil Rights Assurance</i></p>	<p>The Local Education Agency will comply with the current issue of Civil Rights Instruction 113-1. The purpose of this Instruction is to establish and convey policy and provide guidance and direction to the USDA Food and Nutrition Service and its recipients and customers, and ensure compliance with and enforcement of the prohibition against discrimination in all FNS nutrition programs and activities, whether federally funded in whole or not.</p> <p>The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.</p> <p>By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.</p> <p>Local Education Agencies are responsible for annual civil rights training. Prototypes for this required training can be found on the CANS website at: http://doe.sd.gov/cans/index.aspx</p> <p>The Local Education Agency must prominently display the USDA nondiscrimination poster "And Justice for All," or an FNS approved substitute, and must include the</p>

	required nondiscrimination statement on all appropriate agency publications, websites, posters, and informational materials provided to the public.
<i>Competitive Food Service and Standards</i>	<p>The Local Education Agency will follow the Smart Snack regulations 7 CFR 210.11. This applies to all food and beverages sold on the school campus during the school day other than the meal reimbursed under the Programs. These can include food sold as a la carte, in the school store, food fundraisers, and vending machines. Any fundraisers that do not comply with the Smart Snack regulation must fall within the State of SD Policy on Exempt Fundraisers.</p> <p>The Local Educational Agency is responsible for the maintenance of records that document compliance with the nutrition standards for all competitive food available for sale to students in areas under its jurisdiction that are outside of the control of the Local Education Agency responsible for the service of reimbursable school meals. In addition, the Local Educational Agency is responsible for ensuring that organizations designated as responsible for food service at the various venues in the schools maintain records in order to ensure and document compliance with the nutrition requirements for the foods and beverages sold to students at these venues during the school day as required by this section. The Local Education Agency is responsible for maintaining records documenting compliance with these for foods sold under the auspices of the nonprofit school food service. At a minimum, records must include receipts, nutrition labels and/or product specifications for the competitive food available for sale to students.</p>
<i>Contracts</i>	Any contract for food processing, food preparations, or food management included in the iCAN Online System and submitted for the approval of the state shall be consistent with all state and federal laws and regulations and receive approval by the State Agency prior to becoming effective.
<i>Direct Certification for Free Meals</i> 245.6(b)(1)(i) 245.6(b)(3)(ii) 245.6(b)(1)(v)	<p>Local Education Agencies must directly certify children who are members of households receiving Supplemental Nutrition Assistance Program (SNAP) benefits using the State Agency iMATCH online direct certification system.</p> <p>Local Education Authorities operating standard counting and claiming must conduct direct certification matching with SNAP:</p> <ul style="list-style-type: none"> • At or around the beginning of the school year; • Three months after the beginning of the school year; and • Six months after the beginning of the school year. <p>If the LEA has the capability, direct certification matching with SNAP and TANF should be conducted more frequently.</p> <p>Local Education Authorities and schools operating a special Provision (Provision 2, 3, or Community Eligibility Provision) must conduct a data match between SNAP records and student enrollment records at least once annually.</p>
<i>Free and Reduced-Price Meal Applications</i>	The Local Education Agency will maintain files of currently approved and denied, free and reduced-price applications and Direct Certification lists, respectively. These applications must be completed based on household status rather than individual child status.

	<p>The Local Education Agency shall use State Agency distributed forms or prototype forms from the free and reduced-price meal application that is provided at the start of each school year. Modified free and reduced-price application forms must be preapproved by CANS. If the Local Education Agency opts to complete an annual public notification, it must be made using the prototype provided by the State Agency.</p>
<i>Identification of Reimbursable Meal Signage</i>	<p>The reimbursable meal must be identified at or near the beginning of the serving line(s) so students and parents are aware of what is included in the school meal. Implementing this requirement must not result in overt identification of any student participating in the NSLP or SBP through use of a separate serving line for the reimbursable meal or other segregation of certified students. Reimbursable meal signage must include offer versus serve selections, where applicable.</p>
<i>Indirect Cost</i>	<p>Local Education Agencies must follow fair and consistent methodologies to identify and allocate allowable indirect costs to the nonprofit school food service account, in accordance with 2 CFR part 200 as implemented by 2 CFR part 400.</p> <p>The Local Education Agency agrees to request an approval to use an indirect cost rate in the school nutrition programs through the iCAN Online System.</p>
<i>Local school wellness policies</i>	<p>Each Local Educational Agency must establish a local school wellness policy for all schools participating in the National School Lunch Program and/or School Breakfast Program under the jurisdiction of the Local Educational Agency. The local school wellness policy is a written plan that includes methods to promote student wellness, prevent and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum Federal standards.</p> <p>Local Educational Agencies must comply with the provisions of §210.31(d) regarding student, parent, and community involvement in the development, implementation, and periodic review and update of the local school wellness policy.</p>
<i>Monitoring</i>	<p>Every school year, each Local Education Agency with more than one school serving lunches and/or breakfasts, shall perform at least one on-site review of each school under its jurisdiction before February 1 of each school year.</p>
<i>Nonprogram Foods</i>	<p>Nonprogram foods are those foods and beverages sold in a participating school other than reimbursable meals and meal supplements and purchased using funds from the nonprofit school food service account.</p> <p>All revenue from the sale of nonprogram foods shall accrue to the nonprofit school food service account of a participating Local Education Agency. Local Education Authority shall ensure that the revenue generated from the sale of nonprogram foods complies with Program requirements. The proportion of total revenue from the sale of nonprogram foods to total revenue of the school food service account shall be equal to or greater than:</p> <ul style="list-style-type: none"> (i) The proportion of total food costs associated with obtaining nonprogram foods to (ii) The total costs associated with obtaining program and nonprogram foods from the account.

<i>Nutritional Requirements</i>	Meals served to program participants will meet meal pattern and nutrition requirements as prescribed by the USDA and will be served during a period designated for approved meals, as appropriate, by the Local Education Agency.
<i>Offer Versus Serve</i>	<p>School lunches must offer daily the five food components specified in the meal pattern. Under offer versus serve, students must be allowed to decline two components at lunch, except that the students must select at least 1/2 cup of either the fruit or vegetable component or combination of the two. Senior high schools (as defined by the State educational agency) <u>must</u> participate in offer versus serve. Schools below the senior high level <u>may</u> participate in offer versus serve at the discretion of the Local Education Agency. Offer versus serve selections must be made and approved in the iCAN Online System.</p> <p>School breakfast must offer daily at least the three food components. To exercise the offer versus serve option at breakfast, a Local Education Agency or school must offer a minimum of four food items daily as part of the required components. Under offer versus serve, students are allowed to decline one of the four food items, provided that students select at least 1/2 cup of the fruit component for a reimbursable meal. If only three food items are offered at breakfast, Local Education Agencies or schools may not exercise the offer versus serve option. Offer versus serve at breakfast is at the discretion of the Local Education Agency for any or all grades as approved in the iCAN Online System.</p>
<i>Paid Lunch Equity</i>	For pricing programs, the price of student meals shall be reviewed by the Local Education Agency for compliance annually following the guidance and tools of the Paid Lunch Equity rule. Prices shall be increased according to the Tool or a source of nonfederal contributions in support of paid lunch meals will be placed in the nonprofit food service account.
<i>Procurement</i>	<p>The Local Education Agency must use its own documented procurement procedures which reflect applicable Federal laws and standards, State, local, and tribal laws and regulations.</p> <p>The Local Education Agency must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest. The officers, employees, and agents of the Local Education Agency may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.</p> <p>The Local Education Agency shall comply with the procurement requirements of 7 CFR 210.21, 7 CFR 215.14a, 7 CFR 220.16, 7 CFR 225.17, 7 CFR 226.22, and 2 CFR part 200, subparts D and E, and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements concerning the procurement of all goods and services with nonprofit food service account funds.</p>
<i>Program Administrative Review</i>	The Local Education Agency will receive a comprehensive evaluation of all Programs specified by regulation. The term “administrative review” is used to reflect a review of

	<p>both critical and general areas and includes other areas of program operations determined by the State agency to be important to program performance.</p> <p>Documented corrective action means written notification required of the Local Education Agency to certify that the corrective action required for each violation has been completed and to notify the State Agency of the dates of completion. Documented corrective action may be provided at the time of the review or shall be submitted to the State Agency within specified timeframes.</p>
<i>Right to Appeal</i>	Certain decisions by the State Agency which deny a Local Education Agency's claim for reimbursement or which assess an overclaim, may be appealed to the Secretary of Education, who shall name the hearing official (7 CFR 210.18).
<i>Security of Child Nutrition Online Systems: iMATCH & iCAN</i>	<p>The secure iCAN Online System is used to complete annual applications and file claims for reimbursement. The iMATCH system is used to complete direct certification matches.</p> <p>Both systems are maintained through a unique password for each assigned user, which will not be shared among staff members. Local Education Agency authorities may request user ids for school staff and limited security user ids for contracted staff.</p>
<i>Student, parent, and community involvement</i>	<p>Local Education Agencies shall promote activities to involve students and parents in the Program (7 CFR 210.12). Such activities may include menu planning, enhancement of the eating environment, Program promotion, and related student-community support activities. Local Education Agencies are encouraged to use the school food service program to teach students about good nutrition practices and to involve the school faculty and the general community in activities to enhance the Program. RCCI's shall comply with the provisions of this section, to the extent possible.</p> <p>Breakfast Outreach Activities (7 CFR 210.12(d)): Local Education Agencies offering the School Breakfast Program must inform families about the availability of breakfasts for students. Information about the School Breakfast Program must be distributed just prior to or at the beginning of the school year. In addition, schools are encouraged to send reminders regarding the availability of the School Breakfast Program multiple times throughout the school year. This outreach may be done through letters, newsletters, fliers, websites, etc.</p> <p>Summer Feeding Outreach Activities (7 CFR 210.12(d)(2)): Local Education Agencies must cooperate with Summer Food Service Program sponsors to distribute materials to inform families of the availability and location of free Summer Food Service Program meals for students when school is not in session. This outreach may be done through letters, newsletters, fliers, websites, etc.</p>
<i>Water</i>	Schools must make potable water available and accessible without restriction to children at no charge in the place(s) where lunches are served during the meal service. When breakfast is served in the cafeteria, schools must make potable water available and accessible without restriction to children at no charge. 7 CFR 210.10(a)(1)(i) and 220.8(a)(1).
SECTION E:	

<i>Approval of School Sites and Reimbursement Rates</i>	The State Agency and Local Education Agency mutually agree that the iCAN Online System, and any supplements thereto, listing schools approved by the State Agency, shall be made a part of this Agreement. School sites may be added to or deleted from the iCAN Online System from time to time as the need arises with State Agency approval. Final determination of the eligibility of applicant schools and institutions and the rates of reimbursement and distribution of USDA Food will be made by the State Agency.
<i>Amendment</i>	The terms of this Agreement shall not be modified or changed in any way other than by the consent, in writing, of both parties hereto.
SECTION F: Definitions	
For the purpose of this Agreement, the following common terms shall be construed to mean, respectively:	
<i>Local Educational Agency</i>	A public board of education or other public or private nonprofit authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public or private nonprofit elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public or private nonprofit elementary schools or secondary schools. The term also includes any other public or private nonprofit institution or agency having administrative control and direction of a public or private nonprofit elementary school or secondary school, including residential child care institutions, Bureau of Indian Affairs schools, and educational service agencies and consortia of those agencies, as well as the State educational agency in a State or territory in which the State educational agency is the sole educational agency for all public or private nonprofit schools.
<i>Meals</i>	Food served at a site under the indicated program(s) that meets the applicable nutritional requirements set forth in USDA regulations. "Meals" thus means breakfast, lunch, or snack, whichever are applicable.
<i>Milk</i>	Schools or institutions must offer only commercially pasteurized fluid types of fat free or low-fat (1%) milk. These milks must meet all State and local standards. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration.
<i>Net Cash Resources</i>	All monies that are available to or have accrued to a Local Education Agency's nonprofit food service at any given time less cash payable.
<i>Nonprofit Food/Milk Service</i>	Food or milk service operations conducted by the Local Education Agency principally for the benefit of enrolled children, all the revenue from which is used solely for the operation or improvement of such food or milk service.
<i>Point of Service</i>	The point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price, or paid meal has been served to an eligible child as approved in the iCAN Online System. Students are informed at the beginning of each service line how to select a reimbursable meal.
<i>School</i>	(a) An educational unit of high school grade or under, recognized as part of the educational system in the State, and operating under public or nonprofit private ownership in a single building or complex of buildings; (b) any public or nonprofit private

	classes or preprimary grades when they are conducted in the aforementioned schools; or (c) any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government.
<i>School Food Authority</i>	The governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by FNS to operate the Program.
The full list of definitions can be found in respective regulations, instructions, guidance, and policy memos.	
SECTION G: Each section listed below identifies a Program in which the Local Education Agency participates over and above the National School Lunch, School Breakfast, and Special Milk Programs. By initialing, the Local Education Agency indicates that it will follow all provisions necessary for the regulatory operation of that Program.	
<i>Afterschool Snack Program</i> <hr/> <i>please initial here</i>	<p>Those LEAs with eligible schools that elect to serve meal supplements during afterschool care programs, shall agree to comply with the following requirements for the Afterschool Snack Program:</p> <ol style="list-style-type: none"> Only eligible schools operating afterschool care programs may be reimbursed for one afterschool snack served to a child (as defined in §210.2) per day. "Eligible schools" means schools that: <ol style="list-style-type: none"> Operate school lunch programs under the Richard B. Russell National School Lunch Act; and Sponsor afterschool care programs, a program providing organized child care services to enrolled school-age children afterschool hours for the purpose of care and supervision of children. Those programs shall be distinct from any extracurricular programs organized primarily for scholastic, cultural or athletic purposes. Afterschool snack requirements for grades K through 12. Afterschool snacks must contain two different components from the following four: <ol style="list-style-type: none"> A serving of fluid milk as a beverage, or on cereal, or used in part for each purpose. A serving of meat or meat alternate, including nuts and seeds and their butters listed in FNS guidance that are nutritionally comparable to meat or other meat alternates based on available nutritional data. A serving of vegetable or fruit, or full-strength vegetable or fruit juice, or an equivalent quantity of any combination of these foods. Juice must not be served when fluid milk is served as the only other component. A serving of whole-grain or enriched bread; or an equivalent serving of a bread product, such as cornbread, biscuits, rolls, or muffins made with whole-grain or enriched meal or flour; or a serving of cooked whole-grain or enriched pasta or noodle products such as macaroni, or cereal grains such as enriched rice, bulgur, or enriched corn grits; or an equivalent quantity of any combination of these foods. Operate the program as approved by the State Agency. Serve and claim meal supplements (snacks) using approved eligibility: <ol style="list-style-type: none"> At free or reduced price to all children who are determined by the Local Education Agency to be eligible for free or reduced-price school meals under 7 CFR part 245. The charge for a reduced-price meal supplement shall not exceed 15 cents.

	<ul style="list-style-type: none"> b. At a paid rate to children who do not qualify for free or reduced-price meal supplements. c. The State Agency may approve site for area-eligible for all free meal supplements. <ol style="list-style-type: none"> 5. Claim for reimbursement at the assigned rates only for meal supplements served in accordance with the agreement, during an approved Afterschool Snack Program that meet the meal pattern for supplements. Price the meal supplement as a unit. 6. Claim reimbursement for no more than one meal supplement per eligible child after school each school day. <ul style="list-style-type: none"> a. Reimbursement may be claimed for snacks served to all children through the age of 18 in eligible afterschool care programs. Reimbursement may also be claimed for those children who turn age 19 during the school year (FNS memo SP99-4). b. Any snacks served before or during the school day, or on weekends, holidays, vacation periods, or in a boarding or residential school during a child's sick day may not be claimed for reimbursement. c. Snacks may be claimed on days when summer school is in session if this summer school is an integral part of the curriculum or an extension of the local education program. d. For afterschool care programs in RCCIs, only those children who are enrolled and attending school may have their snacks claimed for reimbursement. 7. Provide educational or enrichment activities during the snack service (e.g., mentoring or tutoring programs). 8. Keep a roster, list, sign-in sheet, or other means of documentation to determine that children are present on a given day to coincide with claim documents. 9. Count and record snacks served daily at each session at which snacks are served according to the proper procedure identified by the State Agency. The snack counts must then be totaled for the claim month and recorded on the Claim for Reimbursement for their respective eligibility category. 10. Maintain records for meal counts, daily attendance, menus and meal production records as required in regulation. Point of service counts are required unless an alternate system has been preapproved by the State Agency in the iCAN Online System. 11. Review each afterschool care program two times a year. <ul style="list-style-type: none"> a. The first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year-round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. b. Conduct required on-site visits twice per year to validate that program requirements are being met. One on-site visit must be done within 4 weeks from the day the Afterschool Snack Program begins.
<p>Fresh Fruit and Vegetable Program</p> <hr/> <p><i>please initial here</i></p>	<p>Any Local Education Agency wishing to participate in the Fresh Fruit and Vegetable Program <u>must initial this section and fill out a grant application yearly</u>. The Local Education Agency will only be allowed to participate in the Fresh Fruit and Vegetable Program if they are successfully awarded a grant and approved through the iCAN Online System.</p> <p>The LEA agrees to meet the following requirements for the Fresh Fruit and Vegetable Program:</p>

	<ol style="list-style-type: none"> 1. Serve all enrolled children in the elementary school. 2. Pre-school children housed in the school and participating in the NSLP may be included in the FFVP. 3. Serve the fresh fruit or vegetable at least twice a week during the school day but outside regular breakfast or lunch time. 4. Submit a claim for reimbursement by the 10th of each month. 5. Widely publicize within the school the availability of free fresh fruits and vegetables. 6. Provide nutrition education. 7. The classroom teacher may be served as long as they are modeling healthful eating habits to their students. No other adults can be served. 8. Follow proper procurement procedures. 9. Follow usual record keeping practices as with other nutrition programs, including record keeping and procurement. 10. Adhere to what was approved in the iCAN Online System application. 11. Follow all rules as stated in Section 19 of the Richard B. Russel National School Lunch Act and the current Fresh Fruit and Vegetable Program handbook, and policy memos.
<p>Seamless Summer Option (SSO)</p> <hr/> <p><i>please initial here</i></p>	<p>Those LEAs with eligible schools that elect to serve meal supplements under the Seamless Summer Option provisions found in section 12(l) of the Richard B. Russell National School Lunch Act (42 U.S.C. 12(l)) to operate the Seamless Summer Option in specific locations within its jurisdiction (referred to as option sites). LEAs participating in the NSLP or the SBP may operate the Seamless Summer Option as authorized by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) and the Richard B. Russell National School Lunch Act.</p> <p>Any Local Education Agency wishing to participate in the Seamless Summer Option <u>must initial this section and fill out a grant application yearly</u>. The Local Education Agency will only be allowed to participate in the SSO if they are in good standing with the NSLP and SBP and approved through the iCAN Online System.</p> <p>The LEA shall agree to comply with the following requirements for the Seamless Summer Option (SSO):</p> <p>The SSO combines features of the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and the SFSP. The LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option.</p> <p>The LEA is committed to serving meals to the children in the community during the summer months (or in year-round school communities or at other times during the year when SFSP meals can be served) where the option sites are located and will adhere to the following provisions:</p> <ol style="list-style-type: none"> 1. General Program Administration and Sponsor Responsibilities: As required in §225.14(c)(1) of the SFSP regulations, the SFA demonstrates financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites. 2. Site Eligibility: The following types of sites may participate and may be located in schools or at non-school facilities (buildings or outdoor locations). See current Seamless Summer Option Question and Answer Policy Memo.

	<p>a. Area Eligible: Area eligibility is based on the percentage of enrolled children approved for free or reduced-price meals as of the last day of operation of the most recent school year or other month designated by the State agency or other data as approved by Child & Adult Nutrition Services.</p> <ol style="list-style-type: none"> 1) Open: On a first-come, first-served basis, serves all children through age 18 at a site that is located within the geographical boundaries of a school attendance area that has at least 50% of its children approved for free or reduced-price school meals or based on other data in current Seamless Summer Option Question and Answer Policy Memo. Meals reimbursed at free school meal rates for children. 2) Restricted open: On a first-come, first-serve basis, serves children through age 18 at a site that is located within the geographical boundaries of a school attendance area that has at least 50% of its children approved for free or reduced-price school meals or based on other data in the current Seamless Summer Option Question and Answer Policy Memo. Attendance is limited for reasons of security, safety, or control. Meals reimbursed at free school meal rates for all children. <p>b. Enrolled:</p> <ol style="list-style-type: none"> 1) Closed enrolled: Serves only children through age 18 in a specific program or activity serving only an identified group of children. Meals reimbursed for all children in attendance at the free school meals rates when the site has: <ol style="list-style-type: none"> i. At least 50 percent of the children enrolled at the site are approved for free or reduced-price school meals; or ii. Documentation indicates that the site is located within the geographical boundaries of a school attendance area with at least 50 percent of its children approved for free or reduced-price school meals or other data as discussed in the current Seamless Summer Option Question and Answer Policy Memo <p>A closed enrolled site with less than 50% of their enrolled children approved for free or reduced-price school meals is NOT eligible to participate unless qualified to participate as a day camp. Summer School is not a closed enrolled site under SSO.</p> <p>Enrolled children's eligibility status may be determined by:</p> <ol style="list-style-type: none"> i. Information obtained from their schools; or ii. Applications submitted and approved by the sponsoring school or local educational agency; or iii. Direct certification conducted by the sponsoring school or local educational agency. 2) Camps: <p>May be residential or non-residential (day camp). Must offer regularly scheduled food service as part of an organized program for enrolled children. Eligibility must be established for each enrolled child. Only meals served to children through age 18 who are eligible for free or reduced-price school meals (based on individual eligibility) may be reimbursed.</p> <p>Enrolled children's eligibility status may be determined by:</p> <ol style="list-style-type: none"> i. Information obtained from their schools. ii. Applications submitted and approved by the sponsoring school or local educational agency.
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	<p>iii. Direct certification conducted by the sponsoring school or local educational agency.</p> <p>Meals reimbursed at the free school meals rates for eligible children in attendance. Meals served to ineligible children are not reimbursed; camps may charge ineligible children for meals.</p> <p>3) Migrant:</p> <p>Primarily serving children through age 18 of migrant families, as certified by a migrant coordinator. Meals reimbursed for all children in attendance at the free school meals rates.</p> <p>3. Operational Calendar:</p> <p>a. Schools operating under a traditional school calendar may operate option sites during the summer months when summer school is in session, provided that all option sites are open to all children (see item 4 below) in the eligible area; these meals will be reimbursed at the free NSLP/SBP rates. However, summer school only sites must operate under the NSLP/SBP and will be reimbursed at the free, reduced price, or paid rates.</p> <p>b. Year-round schools may operate option sites for off-track students, provided that the sites are open to all children in the area eligible community. Meals for on-track students will be reimbursed based on the individual student eligibility for free, reduced price or paid rates.</p> <p>c. The SFA will not claim any meals under this option at any site without receiving prior approval from the State Agency.</p> <p>4. Participant Eligibility: All persons in the community who are 18 years of age and under and those persons over age 18 who meet the State agency's definition of mentally or physically disabled may receive meals under the SSO.</p> <p>5. Meal Service:</p> <p>a. The types of meals that may be served under the SSO, with the limitations described below include breakfast, morning snack, lunch, afternoon snack, and supper. Menu planning must follow one of the regulatory menu planning approaches in 7 CFR 210.10 for the NSLP and 7 CFR 220.8 for the SBP, and the current Seamless Summer Option Question and Answer Policy Memo. Meals at approved option sites will be served free to all children in accordance with §225.6(e)(4) of the SFSP regulations, except for camps as discussed in the current Seamless Summer Option Question and Answer Policy Memo.</p> <p>b. The number and type of meals that may be reimbursed depends on the category of site.</p> <p>c. At open, restricted open, closed enrolled sites: a maximum of two meals, such as lunch and breakfast, or lunch and one snack, or breakfast and one snack, may be claimed per day as discussed in the current Seamless Summer Option Question and Answer Policy Memo.</p> <p>d. At camps (residential and non-residential): only the meals served to children eligible for free or reduced meals (based on approved applications or direct certification) may be reimbursed; a maximum of three meals, such as breakfast, lunch, and one snack, may be claimed per day as discussed in the current Seamless Summer Option Question and Answer Policy Memo. Lunch and supper may be claimed when served to the same children on the same day.</p>
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	<p>e. At migrant sites: a maximum of three meals, such as breakfast, lunch, and one snack, may be claimed per day as discussed in the current Seamless Summer Option Question and Answer Policy Memo. Lunch and supper may be claimed when served to the same children on the same day.</p> <p>f. Consistent with the NSLP and SBP regulations and instructions, the following provisions will apply to meal service at option sites:</p> <ol style="list-style-type: none"> 1) The NSLP and SBP meal requirements will be used; 2) Second lunches, suppers, and snacks are not reimbursable and will not be claimed; 3) Production and menu records will be maintained that show compliance with the meal requirements; 4) At its option, the SFA may allow offer versus serve meals, but not required at the option sites; and 5) Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip, off-site documentation does not need to be pre-approved but reflected on the production records for the day of the event. <p>6. Claims and Reimbursements: The SFA will claim meals at the “free” rates prescribed by USDA for the NSLP (including snacks) and SBP. Supper meals, if permitted by the state agency under the amendment will be claimed at the free rate for NSLP lunches. A claim will be submitted reflecting these option meals during the summer months. All lunches and suppers will receive the standard commodity support rate available for the NSLP. Option sites that qualify for the severe need breakfast rate will continue to receive this rate for reimbursement.</p> <p>7. Monitoring: The SFA will review the meal counting, claiming, meal pattern/menu planning, and food safety requirements for each option site at least once during its operation and it is recommended within the first three weeks of operation as discussed in the current Seamless Summer Option Question and Answer Policy Memo.</p> <p>8. Additional Reporting/Reviews/Evaluation:</p> <ol style="list-style-type: none"> a. State Agency Oversight: The State Agency will include option sites operated under this option in the administrative review requirements described at 210.18 of the NSLP regulations. If an Administrative Review is conducted of the SFA, at least one option site will be visited while it is in operation. b. FNS Evaluation: FNS reserves the right to conduct an evaluation of these option sites. The evaluation may include periodic special reviews. The State Agency and the SFA agree to cooperate as necessary, including making all applicable records and operations available for review. c. Additional Reports: FNS may request additional information for evaluation purposes. In the event that additional information on option site operation is required, FNS will allow sufficient time for the State Agency and the SFA to comply with the request. The State Agency and the SFA agree to comply with FNS’ requests for additional information for evaluation purposes. <p>9. Specific Regulatory Requirements to be Waived:</p>
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	<p>a. Exempted SFSP Regulations: To operate the Seamless Summer Feeding Option, the SFA requests the following regulatory provisions in 7 CFR Part 225 to be permanently waived:</p> <ol style="list-style-type: none"> 1) 7 CFR 225.6, State Agency responsibilities, paragraphs (b), (c), (e), (f), (h) 2) Except paragraphs (e)(4) and (e)(7); 3) 7 CFR 225.7, Program monitoring and assistance, entire section; 4) 7 CFR 225.8, Records and reports, entire section; 5) 7 CFR 225.9, Program assistance to sponsors, entire section; 6) 7 CFR 225.10, Audits and management evaluations, entire section; 7) 7 CFR 225.11, Corrective action procedures, entire section; 8) 7 CFR 225.12, Claims against sponsors, entire section; 9) 7 CFR 225.13, Appeal procedure, entire section; 10) 7 CFR 225.14, Requirements for sponsor participation, entire section 11) Except paragraphs (c)(1), (c)(2), (c)(3), and (d)(2); 12) 7 CFR 225.15, Management responsibilities of sponsor, entire section 13) 7 CFR 225.16, Meal service requirement, entire section; 14) Except paragraph (b); 15) 7 CFR 225.17, Procurement standards, entire section; 16) 7 CFR 225.18, Miscellaneous administrative provision, entire section. <p>b. Non-exempted SFSP provisions: The SFSP Federal regulatory provisions, as identified in item 1 above, which remain in force include:</p> <ol style="list-style-type: none"> 1) §225.6(e)(4) Section 225.6 covers State Agency responsibilities. Paragraph (e) covers the State-Sponsor Agreement. Paragraph (e)(4) requires that the sponsor agree to serve meals at no cost. 2) §225.6(e)(7) Paragraph (e)(7) requires the sponsor to agree to claim reimbursement only for the types of meals agreed upon with the State Agency and served without charge to children at approved sites during the approved meal service period. This paragraph also prohibits permanent changes to the serving time of any meal unless approved by the State Agency. 3) §225.14(c) (1) Paragraph (c) (1) requires that sponsors demonstrate financial and administrative capability to operate the program and requires sponsors to accept final financial and administrative responsibility for the total program operations at all sites. 4) §225.14(c) (2) Paragraph (c) (2) requires that sponsors must not have been declared seriously deficient in operating the program. 5) §225.14(c)(3) Paragraph (c)(3) requires that sponsors will conduct a regularly scheduled food service for children from areas in which poor economic conditions exist (except for camps). 6) §225.14(d) (2) Paragraph (d)(2) requires that meals served in schools must be open to children in the community as well as children enrolled in summer school. 7) §225.16(b) Section 225.16 covers the meal service requirements, and establishes limits on the number of meals that may be served.
<p>USDA Food Distribution Program</p> <p>_____</p> <p><i>please initial here</i></p>	<p>The LEA agrees to meet the following requirements for the USDA Food Distribution Program:</p> <ol style="list-style-type: none"> 1. Any Local Education Agency participating in the National School Lunch Program may participate in the USDA Food Distribution Program to receive USDA donated foods. Schools do not receive USDA Foods for the School Breakfast Program or the

	<p>Afterschool Snack Program; however, USDA Foods may be used for these meals. The Local Education Agency will utilize at minimum 90% of their available entitlement.</p> <ol style="list-style-type: none"> 2. USDA Foods will be requested and accepted in such quantities as can and will be fully utilized in a six-month period without waste. Any Local Education Agency requesting and accepting USDA Food in quantities too large to be consumed may be held financially responsible for any spoilage or contamination that results in the foods being unfit for human consumption. 3. The Local Education Agency will accept full responsibility for providing proper accountability, storage, and use of USDA Foods. 4. USDA Food received under this Agreement will be used solely for the benefit of those persons served or assisted by the Local Education Agency. Under no circumstances will USDA Food be sold or be served outside the Programs, other than Family and Consumer Science classes, without written approval of the State Agency. 5. The Local Education Agency will provide facilities for the proper handling and storing of USDA Food requested and accepted. The State Agency and USDA are authorized to inspect, at any reasonable time, the USDA Food in storage or the facilities or warehouses used in the handling or storage of USDA Food. The Local Education Agency further agrees to keep its storage facilities clean, dry, orderly, temperature controlled, ventilated, locked, and use all items based on first in - first out. If recommended storage for perishables is not available within the Local Education Agency's own buildings, it will be permissible to remove the USDA donated foods from its premises for the purpose of providing proper storage in local commercial locker plants or with merchants who have such plants. For offsite storage, it is necessary to maintain a current record of receipts, withdrawals, and balances. USDA donated foods shall not be stored in private homes. 6. In the event of any claim in favor of the Local Education Agency against an insurer, warehouse or other person as the result of fire, theft, loss or damage to a USDA Food, the Local Education Agency will take all action necessary to obtain restitution. 7. A Local Education Agency will ensure compliance with all requirements relating to food safety and food recalls. 8. The Local Education Agency will be assessed delivery and storage charges for USDA donated foods. The state pays the delivery and storage charges incurred for public schools from the federal match fund to the extent that funds are available. Nonprofit schools, Bureau of Indian Education (BIE) schools, nonpublic schools, and RCCI agencies are accountable for paying delivery and storage charges to vendors responsible for delivery and storage. Local Education Agencies approved for additional delivery drops will be assessed additional charges (extra drop fees) established annually. 9. A Local Education Agency must take delivery of foods ordered and received in the warehouse for the Local Education Agency, unless prior arrangements have been made with the State Agency. 10. Transfer of known USDA food items from a Local Education Agency to an "unlike recipient agency" (such as a food bank) must be approved in advance by the State Agency. 11. USDA Foods will not be processed into different end-products without prior approval of the State Agency. If USDA Foods are processed into different end
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	<p>products, it is mandatory that a contract be entered into between the processor and the Local Education Agency and that contract be approved by the State Agency prior to becoming effective.</p> <p>12. A Local Education Agency that employs a food service management company shall require a true and accurate perpetual inventory record of receipts and withdrawals, showing a current balance of each USDA Donated Food.</p> <p>13. Use of the secure <i>iCAN</i> system to order USDA foods will be maintained through a unique password for each person, which will not be shared among staff members.</p> <p>14. The Local Education Agency must follow all rules as stated in 7 CFR Part 250, and current guidance published in manuals, instructions, and policy memos.</p> <p>Additionally, the LEA agrees to meet the following requirements for the Delivery and Storage of USDA Foods:</p> <p>15. Local Education Agency, known as Recipient Agencies, are responsible for supplying the State Agency with contact information regarding delivery and for use in event of emergencies in the <i>iCAN</i> Online System.</p> <p>16. Delivery schedules are determined annually and will consider planned holidays when determining the schedule. Deliveries will occur between the hours of 7:00 am and 4:00 pm unless an alternate time is agreed upon between the truck driver and the Local Education Agency. In the event of inclement weather or other circumstances, the State Agency or their designee will notify schools of the adjustments to the delivery schedule by telephone or email.</p> <p>17. Prior to accepting any shipment, the Local Education Agency representative responsible for receiving shipments shall count and verify the shipment and annotate any overages, shortages, or damages on the manifest receipt. The manifest receipt must be signed, dated, and returned to the truck driver. The manifest receipt is acknowledgement of the Local Education Agency receiving or not receiving the product. These manifest receipts are submitted to CANS by the warehouse for payment.</p> <p>18. Local Education Agency must notify the State Agency through the <i>iCAN</i> Online System using the Over Short and Damaged (OS&D) report, of any discrepancies within five days of receipt of the USDA Foods.</p> <p>The Division of Defense Supply Center Philadelphia Fresh Produce Agreement with Recipient Agency:</p> <p>The Produce Division of Defense Supply Center Philadelphia (DSCP), commonly referred to as DoD, is a provider of American grown fresh fruits and vegetables.</p> <p>The State Agency shall:</p> <p>1. Designate a portion of the annual USDA Food entitlement under Section 6 (e) of the National School Lunch Act (42 U.S.C. 1755(e)) to be used to procure fresh produce under the project according to preferences from the recipient agencies. The State Agency shall inform FNS of the exact amount it has designated for such use under the project. Amounts set aside for the fresh produce shall be counted against the State Agency available USDA Food entitlement under section 6(e) of the National School Lunch Act (42 U.S.C. 1755 (e)).</p>
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	<ol style="list-style-type: none"> 2. Monitor produce orders of its Local Education Agency to help ensure that the full-designated amount is used but not exceeded. 3. Comply with all applicable provisions of the Federal-State agreements. 4. Provide the DSCP with a list of Local Education Agency designated by the State Agency with the authority to order fresh product. 5. Prior to the initial shipment of fresh product under this project, the State Agency shall provide DSCP with names, addresses, phone numbers, and normal delivery hours of all delivery points for each Local Education Agency. <p>Participating Local Education Agency will enter into agreement with the State Agency. The agreement requires the following:</p> <ol style="list-style-type: none"> 6. Local Education Agency shall place orders for fresh product directly with DSCP using the internet Fresh Fruits and Vegetables Order Receipt System (FFAVORS WEB) or other designated method. 7. When ordering fresh product, the Local Education Agency shall use the assigned User ID and PIN provided by the DSCP. 8. When ordering fresh product, the Local Education Agency shall identify any unique ordering requirements (e.g., count, size, or grade) for DSCP to ensure that accurate quality and quantity of fresh product are purchased. 9. The Local Education Agency agrees to monitor product orders to ensure that the full-designated amount is used but not exceeded. 10. Prior to accepting any shipment, the Local Education Agency shall count and verify the shipment and annotate any overages or shortages on the vendor's ticket or government bill of lading. 11. Prior to accepting any shipment, the Local Education Agency shall inspect the fresh product and notify, using FFAVORS WEB, DSCP if there is any nonconformance, such as product quality or product damaged during shipment, to determine disposition of the product. This must be done within 24 hours of delivery. DSCP shall evaluate any nonconforming fresh product, utilizing field buyers, DSCP Produce Specialists or FNS representatives, and advise the Local Education Agency as to whether to accept or reject the product and what actions to take if the fresh product that has been accepted is later determined to be nonconforming. 12. Acceptance of a shipment shall be made by signing the delivery ticket or government bill of lading; 13. The Local Education Agency shall complete evaluation forms that solicit information on the quality, condition, timeliness, delivery, and cost of the fresh produce and the quality of DSCP service. 14. Title to the fresh product shall pass to the Local Education Agency upon the acceptance of the fresh product at the time and place of delivery.
Section H: General Provisions	
<i>Entirety of Agreement</i>	All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

<i>Indemnification</i>	The LEA agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
<i>Non-Discrimination</i>	The Local Education Agency shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, <i>et seq.</i> The Local Education Agency shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin, age, or disability in connection with the performance of this Agreement.
<i>Severability</i>	In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
<i>Sovereign Immunity</i>	The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the parties of any immunities from suit or from liability that the parties may have by operation of law.
<i>Third Party Beneficiary</i>	This Agreement is intended to govern only the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.
SECTION I:	This Agreement shall be effective beginning <u>July 1, 2018</u> and shall remain in effect until terminated or cancelled as provided herein. The USDA Food Distribution Program portion of this Agreement may be terminated by either party, upon written notification to the other party, at least sixty (60) days prior to the effective date of termination. Other portions of this Agreement may be terminated upon thirty (30) days written notice on the part of either party hereto: provided, however, that the State Agency may cancel this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the Local Education Agency. Upon receipt of notice of termination or cancellation of the Agreement, the Local Education Agency agrees to comply with the instructions of the State Agency to: (a) distribute all remaining inventories of USDA Food in accordance with the provisions of this Agreement, or (b) return such inventories to the State Agency, and to transmit such reports as required by the State Agency to record final disposition of such inventories. Except that any termination of this Agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations. This Agreement is contingent upon the availability of federal funds.

CERTIFICATION STATEMENT

I hereby certify that all the information provided on the application for participation and the above is true and correct. I understand that this information is being given in connection with the receipt of federal funds and/or USDA Foods; that USDA and State officials may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal law. By signing this Agreement, I certify that I am authorized to make this agreement on behalf of the Sub-Recipient for the operation of the US Department of Agriculture programs as administered by the South Dakota Department of Education.

In witness hereto, the party signify their agreement by affixing their signature hereto.

SIGNATURE ON BEHALF OF LOCAL EDUCATION AGENCY

BY: _____
Signature

NAME: _____
Print or Type

TITLE: _____

DATE: _____

Received by SOUTH DAKOTA DEPARTMENT OF EDUCATION

BY: _____
Signature

NAME: Cheriee Watterson

TITLE: Child & Adult Nutrition Services Office Administrator

DATE: _____